



Confidentiality and Indemnification Agreement

Dear _____,

This agreement will serve to confirm that RE/MAX Elite and its affiliates are agents are the, ("Disclosing Party") on connection with the possible sale of

_____ "Property").

You have informed us that you the ("Receiving Party") are interested in the possible purchase of the Property. Prospective Purchaser has requested that Agent furnish Prospective Purchaser with certain information concerning the Property. This information may include, without limitation, the offering memorandum prepared by Agent, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions or Property visitations which are conducted with or by Prospective Purchaser concerning the Property (all of the aforementioned information is collectively referred to as "Evaluation Material"). In this connection, we are prepared to consider the furnishing of the Evaluation Material to Prospective Purchaser only upon the condition that Prospective Purchaser agree to treat the Evaluation Material confidentially as hereinafter provided. As a condition to Agent furnishing the Evaluation Material to Prospective Purchaser, Prospective Purchaser hereby agrees, as follows:

1. All Evaluation Material furnished to Prospective Purchaser by Agent or Owner will not be used or duplicated by Prospective Purchaser for any purpose other than evaluating a possible purchase of the Property by Prospective Purchaser. Prospective Purchaser agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Prospective Purchaser or a Related Party) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Prospective Purchaser, and to Prospective Purchaser's outside legal counsel, accounting firm, consultants, current partners, but not prospective partners, lenders, and affiliates (all of whom are collectively referred to as "Related Parties") who, in Prospective Purchaser's reasonable judgment, need to know such information for the purpose of evaluating a possible purchase of the Property. The Related Parties shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to keep all such information, as a condition of the delivery of the Evaluation Materials to such Related Party, in the strictest confidence and to use such information only for the purpose of evaluating a possible purchase by Prospective Purchaser. Any disclosure of Evaluation Material by Related Parties shall be deemed made by and be the responsibility of Prospective Purchaser. Prospective Purchaser will promptly, upon the request of Agent or Owner, deliver to Agent or Owner all written Evaluation Material furnished to it by Agent or Owner, whether furnished before or after the date of this letter, without retaining copies thereof.



2. Prospective Purchaser agrees not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or disclose either the fact that discussions or negotiations are taking place concerning a possible sale of the Property to Prospective Purchaser or any of the terms, covenants, conditions, or other facts with respect to any such sale or any investment proposal, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Agent and Owner; (ii) Agent and Owner have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a written Confidentiality Agreement with Agent and Owner the provisions of which agreement shall be substantially the same as the provisions of this Agreement. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, limited liability company or any other entity or individual. Prospective Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of, Prospective Purchaser.

3. Although we have endeavored to include in the Evaluation Material information which we believe to be relevant to Prospective Purchaser's investigation, Prospective Purchaser understands and acknowledges that neither Agent nor Owner nor any of their respective advisors or representatives make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Any financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although not independently verified by Agent. Agent and Owner and their respective advisors and representatives make no representations or warranties, express or implied that actual results of operations will conform to such projections. Owner and Agent and their respective advisors and representatives expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Material or for omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to Prospective Purchaser. Prospective Purchaser agrees that neither Agent nor Owner nor any affiliate or advisor or representative of Agent or Owner shall have any liability to Prospective Purchaser or any of their representatives or Related Parties resulting from use of or reliance upon the Evaluation Material.

4. The Prospective Purchaser shall not enter upon the Property, inspect the Property (other than drive by inspections), discuss the Property or the possible sale of the Property with the employees thereof or of the affiliates of Owner or any tenants of the Property, or discuss the possible purchase of the Property with any other person, other than the Related Parties, without the prior written consent of Owner and/or Agent. All access to the Property (including property inspections) shall be made under the supervision of Owner or Agent, and shall be by appointment only, arranged through Agent. Owner and Agent expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property from Prospective Purchaser or any other person or entity and terminate discussions with Prospective Purchaser or any other person or entity at any time, with or without notice. Owner shall have no legal commitment or obligation to Prospective Purchaser, or any other person or entity reviewing the Evaluation Material or making an offer to purchase the Property unless and



until such purchase of the Property is approved on whatever terms are deemed desirable by Owner, a written agreement for the purchase of the Property has been fully executed, delivered and approved by Owner and its legal counsel, any conditions to Owner's obligations thereunder have been satisfied or waived, and any conditions to Prospective Purchaser's obligations thereunder have, in the sole opinion of Owner, been satisfied, and the Prospective Purchaser has delivered to Owner the down payment and any other payments required under such written agreement for the purchase of the Property. Any person violating this Agreement may, in addition to Owners others rights hereunder, at law or in equity, be disqualified from the bidding process and shall have no right to purchase the Property, in Owner's sole and absolute discretion.

5. The Prospective Purchaser shall indemnify, defend and hold harmless Owner and Agent and their respective advisors, representatives, affiliates, successors and assigns, employees, officers, members, and directors from and against any loss, liability, damages, claims, costs (including attorney's fees), causes of action or other matters arising out of, caused by or relating to the Prospective Purchaser's and/or Related Parties breach or violation of the terms and conditions of this Agreement by Prospective Purchaser or any of the Related Parties. Further, Owner and Agent shall be entitled to enforce this Agreement by injunction or other equitable relief, seeking to prevent the disclosure of the Evaluation Materials and/or to enjoin the violation, or further violation, of this Agreement.
6. Prospective Purchaser has been advised that Agent is acting on behalf of the purchaser in the transaction as their sole broker in connection with the purchase of the Property. Any commission or fees payable to outside brokers retained by the Prospective Purchaser shall be paid by the Prospective Purchaser, without reimbursement from Owner or Agent or their respective representatives or advisors. Prospective Purchaser agrees to indemnify and hold harmless Agent and Owner and their respective affiliates, advisors, representatives, successors and assigns, employees, officers, members, and directors, from and against any loss, liability or expense, including attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any sale of the Property to Prospective Purchaser if such claim or claims are based in whole or in part on dealings with Prospective Purchaser or any of their representatives or Related Parties.
7. No failure or delay by Agent or Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the State of New York and the parties hereto consent to the jurisdiction of such court.



9. This Agreement which constitutes the entire agreement between the parties, may not be modified unless such modification is in writing and executed by both parties. This Agreement supersedes any previous agreements between the parties whether oral or in writing.
10. This Agreement shall be for a term of three (3) years.

If you are in agreement with foregoing, please sign and return this Agreement to Christine Panzica at RE/MAX Elite 7001 Amboy Road, Staten Island NY 10307.

A failure to return this fully executed Confidentiality Agreement to us within ten (10) business days will render it null and void and of no further force and effect. We will consider forwarding the Evaluation Material to you after we (i) receive the fully executed Confidentiality Agreement, and (ii) determine in our sole judgment that Prospective Purchaser has the experience and financial ability to consummate the contemplated sale transaction, including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosures.

Thank you,
RE/MAX Elite,
By: Christine Panzica
Title: NYS Lic. Real Estate Salesperson

ACCEPTED AND AGREED TO BY:

Company: _____

Principal (Please Print): _____

Signature: _____

Dated: _____

Address: _____